

B27 (Official form 27) (12/09)

United States Bankruptcy Court

District Of _____

In re: Albert Randle Heath
Debtor

Case No. 09-30070
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: PAWN PLUS INC.
2. Amount of the debt subject to this reaffirmation agreement:
\$5000 on the date of bankruptcy \$5999 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: _____ % prior to bankruptcy
10 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$ 277 per month for 24 months
5. Collateral, if any, securing the debt: Current market value: \$ _____
Description: 2004 Ford F-150
6. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☐ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

Debtor's Income and Expenses
as Stated on Reaffirmation Agreement

- | | | | |
|---|----------------|---|----------------|
| 7A. Total monthly income from Schedule I, line 16 | \$ <u>5172</u> | 7B. Monthly income from all sources after payroll deductions | \$ <u>5172</u> |
| 8A. Total monthly expenses from Schedule J, line 18 | \$ <u>5172</u> | 8B. Monthly expenses | \$ <u>5172</u> |
| 9A. Total monthly payments on reaffirmed debts not listed on Schedule J | \$ <u>0</u> | 9B. Total monthly payments on reaffirmed debts not included in monthly expenses | \$ <u>0</u> |
| | | 10B. Net monthly income (Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets.) | \$ <u>0</u> |

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11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt: _____

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?
☒ Yes _____ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?
☒ Yes _____ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Kathleen Boyer
Signature

BERRY & TRIPP / Debtors Counsel
Print/Type Name & Signer's Relation to Case

UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH

In re: <u>Albert Randle Heath III</u>	Case No. <u>0930070</u>
<u>Debtor(s).</u>	Chapter 7

REAFFIRMATION AGREEMENT

Creditor's name and address:

Pawn Plus, Inc.
769 East 700 South
St. George, UT 84770

Instructions: 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.

2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

NOTICE TO DEBTOR

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the Bankruptcy Court enters a discharge order or within 60 days after this agreement is filed with the Court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect

it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the Court.

This agreement is not valid or binding unless it is filed with the Clerk of the Bankruptcy Court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless (1) you have attended a reaffirmation hearing in the Bankruptcy Court, and (2) the agreement has been approved by the Bankruptcy Court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows.

THE DEBT

Total amount of debt when case was filed:

\$ 5000

Total amount of debt reaffirmed:

\$ 5999⁹⁰

Above total includes the following:

Interest accrued to date of agreement:

\$ 999⁹⁰

Attorney's fees:

\$ 0

Late fees:

\$ 0

Other expenses or costs relating to the collection of this debt (describe):

\$ 0

Annual percentage rate (APR):

10 %

Amount of monthly payment:

\$ 276⁸⁶

Date payments start:

Feb 1, 2010

Total number of payments to be made:

24

Total of payments if paid according to schedule:

6644⁶⁴

Date any lien is to be released if paid according

to schedule:

Feb. 1, 2012

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional terms agreed to by the parties (if any):

Payments on this debt ☐ ☐ in default on the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows:

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND
SECURITY/COLLATERAL (if any)

Description of collateral. If applicable, list manufacturer, year and model. 2004
Ford F-150 Lightning

Value: \$ 9000

Basis or source for valuation: Kelly Blue Book

Current location and use of collateral: _____

Expected future use of collateral: _____

Check applicable boxes:

- ☐ Any lien described herein is valid and perfected.
- ☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (U.S.C. § 523) or any other dispute. The nature of the dispute is _____.

DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My monthly income (take home pay plus any other income received) is \$ 5172.

My current monthly expenses total \$ 4895, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [will] [will not] impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because _____

I believe this agreement is in my best interest because _____

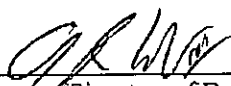
I [considered] [did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because _____

I ☐ ☐ represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien [are] [are not] attached. [If documents are not attached: The documents which created and perfected the security interest or lien are not attached because _____.]

SIGNATURES


(Signature of Debtor)

Date: 12-21-09

(Signature of Joint Debtor)

Date: _____


(Name of Creditor)


(Signature of Creditor Representative)

Date: 12-21-09

CERTIFICATION BY DEBTOR'S ATTORNEY (if any)

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

Wesley (8005) fm
(Signature of Debtor's Attorney, if any)

Date: 12/21/09

David Berry